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*Attorneys for Castle Oil Corporation*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

**Plaintiff-counterclaim  
defendant Castle Oil  
Corporation hereby demands  
trial by jury of all claims and  
counterclaims.**

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CASTLE OIL CORPORATION,

Plaintiff/Counterclaim Defendant,

-against-

LES LOGICIELS INFO-SYS  
SOFTWARE, INC.,

Defendant/Counterclaim Plaintiff.

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**REPLY TO  
COUNTERCLAIMS**

Index No. 07-7330

Plaintiff-counterclaim defendant Castle Oil Corporation (“Castle”) by its attorneys, Gellert & Klein, P.C., for its reply to counterclaims respectfully alleges as follows:

1. Admits the allegations of paragraph 1, except states that this paragraph contains no allegation or description as to newly interposed defendant “Les Logiciels Info-Sys Software, Inc.” and denies knowledge or information concerning this entity.
2. Admits the allegations of paragraph 2.
3. Admits the allegations of paragraph 3.
4. Admits the allegations of paragraph 4, except states that this paragraph contains no allegation or description as to newly interposed defendant “Les Logiciels Info-Sys Software, Inc.” and denies knowledge or information concerning this entity.



5. Admits the allegations of paragraph 5.

6. Admits the allegations of paragraph 6.

7. Denies the allegations of paragraph 7.

8. Denies the allegations of paragraph 8.

9. Denies the allegations of paragraph 9.

10. Denies the allegations of paragraph 10.

11. Denies the allegations of paragraph 11.

12. Denies the allegations of paragraph 12.

13. Denies the allegations of paragraph 13.

14. Admits the allegations of paragraph 14.

15. Denies the allegations of paragraph 15.

16. Denies the allegations of paragraph 16.

17. Denies the allegations of paragraph 17.

18. Admits the first sentence of paragraph 18 and denies the second sentence thereof.

19. Admits in paragraph 19 that a bill has been received by Castle for the sum of \$126,317.77

and denies that the amount is owed under the Contract and to the extent the allegations infer or imply any wrongdoing on the part of Castle, it is denied.

20. Denies the allegations of paragraph 20.

21. No response to paragraph 21 is necessary as the document referred to speaks for itself and to the extent that the allegations infer or imply any wrongdoing on the part of Castle, it is denied.

22. Denies the allegations of paragraph 22.

23. Denies the allegations of paragraph 23.



24. Denies the allegations of paragraph 24.

25. Denies the allegations of paragraph 25.

26. Denies the allegations of paragraph 26.

27. Denies the allegations of paragraph 27.

28. Denies the allegations of paragraph 28.

29. Denies the allegations of paragraph 29

30. Denies the allegations of paragraph 30.

#### **FIRST COUNTERCLAIM**

31. Castle repeats and realleges its responses to paragraphs 1 through 30 as fully set forth herein.

32. Denies the allegations of paragraph 32

33. Denies the allegations of paragraph 33.

#### **SECOND COUNTERCLAIM**

34. Castle repeats and realleges its responses to paragraphs 1 through 33 as fully set forth herein.

35. Denies the allegations of paragraph 35

36. Denies the allegations of paragraph 36.

#### **THIRD COUNTERCLAIM**

37. Castle repeats and realleges its responses to paragraphs 1 through 36 as fully set forth herein.

38. Denies the allegations of paragraph 38

39. Denies the allegations of paragraph 39.

#### **FIRST AFFIRMATIVE DEFENSE**

40. A party unknown to this action, Les Logiciels Info-Sys Software, Inc. ("Les Logiciels") has been renamed as the defendant in the caption by the party that answered the complaint. It is unclear



whether the answer and counterclaims are submitted on behalf of Les Logiciels or Info-Sys and to the extent they have been asserted by Les Logiciels, upon information and belief, they are improper in that the party lacks standing to assert such claims.

#### **SECOND AFFIRMATIVE DEFENSE**

41. Counterclaim plaintiff has failed to mitigate any damages it may have sustained as a result of the matters alleged in the counterclaim.

#### **THIRD AFFIRMATIVE DEFENSE**

42. Any alleged non-performance by counterclaim defendant was excused by defendant's breaches of the Contract.

#### **FOURTH AFFIRMATIVE DEFENSE**

43. Counterclaim plaintiff did not fulfill all conditions of the Contract in order to allege the said counterclaims.

#### **FIFTH AFFIRMATIVE DEFENSE**

44. Counterclaim plaintiff's rights and claims, if any, are barred by its negligence and fraudulent misrepresentations.

#### **SIXTH AFFIRMATIVE DEFENSE**

45. Any damages sustained by counterclaim plaintiff were caused in whole or in part by the acts and omissions of the said party.

#### **SEVENTH AFFIRMATIVE DEFENSE**

46. Upon information and belief counterclaim, plaintiff has failed to properly name a necessary party to the counterclaim.

WHEREFORE, Castle Oil Corporation demands judgment against defendant/counterclaim




plaintiff for the sum of \$642,767.05 plus additional damages in an amount to be proved at trial,  
interest, court costs, and the reasonable attorneys fees incurred in this action as well as dismissal of  
all counterclaims together with such other relief as the Court deems proper.

Dated: Poughkeepsie, New York  
September 11, 2007

GELLERT & KLEIN, P.C.

BY:



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